



AWARD/CONTRACT		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DXA5		Page 1 Of 23	
2. Contract (Proc. Inst. Ident) No. DAAE20-03-C-0128		3. Effective Date 2003JUL28		4. Requisition/Purchase Request/Project No. SEE SCHEDULE			
5. Issued By TACOM-ROCK ISLAND AMSTA-LC-CAC-C VICKIE BUZZELL (309)782-4650 ROCK ISLAND IL 61299-7630 e-mail address: BUZZELLV@RIA.ARMY.MIL		Code W52H09		6. Administered By (If Other Than Item 5) DCMA DETROIT US ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN MI 48397-5000 SCD A PAS NONE ADP PT HQ0337		Code S2305A	
7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR 38500 MOUND ROAD STERLING HEIGHTS, MI. 48310 TYPE BUSINESS: Domestic Firm Performing Outside U.S.				8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE			
9. Discount For Prompt Payment				10. Submit Invoices (4 Copies Unless Otherwise Specified)  Item 12			
Code 0C9L5		Facility Code		To The Address Shown In:			
11. Ship To/Mark For SEE SCHEDULE		Code		12. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266		Code HQ0337	
13. Authority For Using Other Than Full And Open Competition: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)()		14. Accounting And Appropriation Data ACRN: AA 9711 X8242EG01X6D1000URU 013252GEGS20113 W56HZV					
15A. Item No. SEE SCHEDULE		15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee		15C. Quantity		15D. Unit	
				15E. Unit Price		15F. Amount	
				KIND OF CONTRACT: Service Contracts			
				15G. Total Amount Of Contract 		FMS REQUIREMENT \$581,425.00	
16. Table Of Contents							
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X	B	Supplies or Services and Prices/Costs	8	Part III - List Of Documents, Exhibits, And Other Attachments			
	C	Description/Specs./Work Statement		X	J	List of Attachments	23
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X	E	Inspection and Acceptance	9		K	Representations, Certifications, and Other Statements of Offerors	
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Contracting Officer Will Complete Item 17 Or 18 As Applicable							
17. <input type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number DAAE2002R0231 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name And Title Of Signer (Type Or Print)				20A. Name Of Contracting Officer ROXANNE SPURGETIS SPURGETISR@RIA.ARMY.MIL (309)782-4886			
19B. Name of Contractor		19c. Date Signed		20B. United States Of America		20C. Date Signed	
By _____ (Signature of person authorized to sign)				By _____ /SIGNED/ (Signature of Contracting Officer)		2003JUL28	
NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE				25-106 GPO : 1985 0 - 478-632		Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a)	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0128 MOD/AMD	Page 2 of 23
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

SECTION A - SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		
(End of Clause)		

(AA7020)

A-2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation: <div> 1. has inappropriate requirements; or 2. needs streamlining; or 3. should be changed </div>		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information: <div> (1) TACOM-RI solicitation number; (2) Name of PCO; (3) Problem description; (4) Summary of your discussions with the buyer/PCO. </div>		
(End of clause)		

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0128 MOD/AMD	Page 3 of 23
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

(AS7006)

A-3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

- LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)
- LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0128 MOD/AMD	Page 4 of 23
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The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-6	52.243-4510	DIRECT VENDOR DELIVERY	JAN/1999
	TACOM-RI		

In accordance with the Changes clause of this contract, the contractor may be called upon to ship directly to the user, in lieu of the destination in the Schedule, to satisfy urgent or backorder situations. In such instances the contractor may be directed to use best commercial packaging. The contractor may also be called upon to ship the item to the new destination within 24 hours of the required delivery date as specified in the Schedule. Please provide your POC, electronic mail address and commercial phone number including area code for this effort below:

(End of clause)

(AS7012)

A-7	52.246-4538	AS7502, CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2, WAS	JUN/1998
	TACOM-RI	DELETED 24 APR 03 WITHOUT REPLACEMENT	

AS7502 WAS DELETED 24 APR 03 WITHOUT REPLACEMENT

NOTE: AWARD OF THIS SOLICITATION WILL BE BASED ON THE TOTAL COST, COST OF MONEY, AND THE FIXED FEE. COST AND PRICING DATA WILL BE REQUIRED. YOU ARE REMINDED OF THE LIMITATION OF FEE AT FAR 15.404-4(c)(4)(i) WHICH LIMITS FEE TO 10%.

THE FOLLOWING ATTACHMENTS TO THE SCOPE OF WORK WILL NOT BE SENT ELECTRONICALLY: 03, 06, 07, 08, 09, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21. TO ORDER THESE ATTACHMENTS PROVIDE A VALID U.S. MAIL ADDRESS TO THE FOLLOWING EMAIL ADDRESS: TACOM-RI-TDP@ria.army.mil.

*** END OF NARRATIVE A 001 ***

THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE CLOSING DATE TO 13 FEB 2003 AT 3:45 P.M. LOCAL TIME.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 002 ***

The purpose of this amendment is to:

- 1.a. Extend the closing date of the solicitation from 21 Feb 2003 at 4:45 P.M. local time to 10 Mar 2003 at 3:45 P.M. local time.
- b. Provide a CD Rom at attachment 003 with documents as outlined below.
- c. The following drawings are required for Modification Kit Ammo Door Latch, P/N 57K4104 and are provided on the CD Rom:
 - 9376884 Handle
 - 12472978 Plate
 - 9376886 Spacer
 - 9376882 Pin

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0128 MOD/AMD	Page 5 of 23
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPORT

- d. Provide the following drawing and specifications on the CD Rom:
12273949
MIL-W-22759
MIL-W-81044

A possible source for the wire is RWS Wire & Cable, Inc.
2300 West Park Place Blvd.
Suite 160
Stone Mountain, GA 30087
Attn: Priscilla
Tel: (770) 469-3515
Fax: (770) 469-3556

e. Modification Work Order MWO 9-2350-200-50-22 is provided on the CD Rom. Note: on page 4 of this MWO Table 5 "Bulk and Expendable Material" contains items that must be provided by the contractor.

The following clarification/information is provided:

- 2.a. In reference to clause A-6 Direct Vendor Delivery - there is no Direct Vendor Delivery anticipated.

The following questions have been asked and the answers are provided:

b. Note 4 to drawing 12472977 (solicitation attachment 11) is explicit concerning weld of the Block, Latch 12472967 to Post 9376889. Specification SD-X12142 will be the controlling document, and the reference to "TC-9-237 in the MWO 9-2350-200-50-22 should be ignored. This specification is provided on the CD Rom.

c. As stated in Attachment 2 to the solicitation, GFM will be shipped by the USG from CONUS and stored at the Egypt Tank Plant (ETP) until required per the installation schedule. The ETP will make kits available to the retrofit contractor to support the retrofit schedule NLT 14 days in advance of need. The USG contractor will move kits to retrofit sites, and the GOE will ensure timely access of the kits to the retrofit sites. The contractor is responsible for shipment, storage and transit of CFM to perform modifications. Is the "user" the GOE/ETP, and if so, beyond movement of kits from the ETP to retrofit sites, which material and under what circumstances would the Contractor be required to make direct shipments to the user? The actual "user" is the Egyptian Land Forces (ELF); more specifically, the units of the Egyptian Army to whom the tanks have been fielded and who are responsible for them. The contractor will need to move the GFM from the ETP to the units, but other than the contractor furnished material, there is no other material or circumstance in which the contractor will be required to make direct shipments to the user (the units).

- d. Will GFM be issued by the USG to the contractor in CONUS or from the ETP? The GFM will be issued to the contractor at the ETP.

e. As an additional point of clarification, there is confusion concerning Computer Electronics Unit (CEU) instructions contained in Attachment 10, page 4-10 paragraph 3.7.2(B) and Attachment 19, page 6, paragraph 10(6)(b) relative to soldering diodes at 825 or 650 degrees. Please confirm the correct soldering temperature. The recommended preheat temperature for the general soldering of through hole components (which is what you have in this case) is related to the size of the tip on the soldering iron. For a small tip the recommended temperature is 575 degrees F. For a large tip the recommended temperature is 775 degrees F. A mid range single temperature that will work is 675 degrees F.

f. Clause A-4 on page 3 indicates, "Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copies bids/offers/quotes will not be accepted" whereas clause L-8 on page 27 indicates submission may be made "... or via facsimile (data fax) to (309) 782-2047". Submitting a data fax to (309) 782-2047 is considered an electronic response and is allowed in accordance with clause L-8.

g. Paragraph C.1.1.1.c states that new CCP identification plates will be provided by the USG. Paragraph C.1.1.2 states that CEU, GPS and CCP will have new identification plates installed. Who provides the plates referenced in paragraph C.1.1.2, USG or Contractor? All dataplates will be provided as GFE hardware.

h. Paragraph C.2.2 HIV tests. Will HIV tests taken in the US 1 week prior to arrival in Egypt be accepted? No. Tests must be taken in Egypt.

- i. Paragraph C.3 Government furnished equipment. Paragraph C.3 states that the USG will furnish:
- | | |
|---------------------------------------|---|
| Fixture, mechanical drill P/N PE 3153 | 2 |
| Fixture, electrical test P/N 3260 | 2 |
| CEU A3 cards | 5 |

Attachment 02, paragraph 1.g states: Government furnished equipment:

- a. One mechanical drill fixture, P/N PE 3153
b. One Electrical test fixture, P/N PE 3260

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-C-0128 MOD/AMD	Page 6 of 23
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c. Two CEU A3 cards
Which are the correct quantities of Government furnished equipment? Paragraph C.3 is correct.

j. C.3.2 Government furnished material. Quantities of kits for upgrade do not reflect any spares to compensate for parts that are found to be unusable during the upgrade. How is the need for replacement USG supplied upgrade components to be addressed in this program? Spare upgrade components will be requisitioned by the CMO as needed.

k. Paragraph C.5.3 Does/will the GOE provided DSESTS have the new part numbers installed in the software to enable the DSESTS to recognize and test the upgraded components? Yes. On-site DSESTS will support all Egypt-configuration LRU's.

l. Attachment 02, paragraph 1.g states: Special Tools, Fixtures, and Test Equipment: The USG or USG contractor will provide the necessary tools to apply the modifications at all retrofit locations. Who is responsible to provide the necessary tools to apply the modifications at all locations, the USG or the USG contractor? All special tools, fixtures and test equipment should be listed as part of the GFE equipment.

m. Paragraph C.1.2.1 states: The contractor shall upgrade no less than an average of 16 tanks or spares per workweek. Assuming sufficient AEI parts kits are available, can the schedule be accelerated to complete the tanks and spares more expedient than the proposal dictates? Yes, accelerated schedules are acceptable at no cost to the Government.

n. Paragraph C.4.1.2 states: Work will be performed on an 8-hour day, 1 shift, and 40-hour week in accordance with local Egyptian workweek. The Contractor will observe Egyptian, not U.S. holidays. What will be the vehicle availability/work schedule during Religious Holidays (Ramadan, EID, etc...)? The USG expects that the vehicles will be available to the above schedule throughout the application period.

o. Paragraph C.3.3.b states: All consumable and expendable parts and bulk items as listed in Attachment 05; will be furnished by the Contractor. Will the Contractor be responsible for the cost to ship hazardous materials listed in attachment 05 to Egypt? Yes.

p. Attachment 2 6.d states: Provide rental car and driver information to Coproduction Management Office, 38600 Van Dyke Avenue, Suite 101, Sterling Heights, MI 48312 (CMO) 60 days prior to scheduled work at Egyptian Army units. Is it expected for the Contractor to pay for the rental car and driver 60 days prior to the retrofit start date? (Consideration of vehicle registration, driver's license, etc.). The contractor arrangement with local rental car companies is not a U.S. Government matter.

q. Attachment 02, para 1.g.2 GOE furnished equipment. What are the quantities of GOE furnished equipment that the GOE has agreed to provide? What "Welding Equipment" will the GOE provide? Program/contract requirements have been revised, and the information in Attachment 02 (MWOPF), para 1.g.2 is no longer current. The standard shop tool set/turret mechanic tool set, and the welding equipment will no longer be GOE furnished equipment. It is the Contractor's responsibility to equip his team(s) with the appropriate quantity of tools and welding equipment to apply the AEI Upgrade and Ammo Door Latch Pin MWO. The tools/equipment shall remain the property of the Contractor, the title shall not transfer to the GOE, and it is the Contractor's responsibility to meet the requirements of the ITAR (International Traffic in Arms Regulation) relative to bringing the equipment into and out of Egypt.

r. Attachment 02:
a. Will paint be required for the Ammunition Door retrofit? Who will provide the paint? Yes. The Contractor shall provide the paint. Reference MWO 9-2350-200-50-22 and TM 43-0139 on the CD Rom.
b. Assuming welding is required, who is responsible for providing welding expendables(rods, wire, etc...)? Contractor is responsible for all expendables.
c. What certifications are required for the welder to perform the Ammunition Door retrofit? Please refer to spec SD-X12142A on the CD Rom.

s. Additional technical data is required to properly price fabrication and assembly of 555 ea. new Handle, Assembly, P/N 12472979. This drawing is at attachment 004.

t. TM 9-2350-264-20-3 was requested. That TM is not what is required. TM 9-E2350-264-20-2-3 is provided on the CD Rom.

u. Drawing 12344343 is required concerning Handle Assembly paint requirements. The drawing is provided at attachment 005.

v. TM 43-0139 and AR 750-68 are required for painting of Post, 9376889 after Block, Latch, P/N 12472967 is welded onto it. TM-43-0139 is on the CD Rom. AR 750-68 is not required.

Attachments 003, 004, and 005 will not be sent electronically. To order these attachments provide a valid U.S. mail address to the following email address: tacom-ri-tdp@ria.army.mil.

All other terms and conditions remain unchanged.

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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR		

*** END OF NARRATIVE A 004 ***

1. The purpose of this Amendment 0002 is to extend the closing date of the solicitation from 13 Feb 2003 at 3:45 P.M. local time to 21 Feb 2003 at 3:45 P.M. local time.
2. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A 005 ***

THE PURPOSE OF THIS AMENDMENT IS TO EXTEND THE CLOSING DATE TO 17 MAR 2003 AT 2:45 P.M. LOCAL TIME.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

*** END OF NARRATIVE A 006 ***

THE AWARD INCORPORATES AMENDMENTS 0001, 0002, 0003, AND 0004 AND TACOM - RI LETTER DATED APRIL 30, 2003.

CLIN 0001 IS COST PLUS FIXED FEE AS FOLLOWS:

ESTIMATED COST: \$528,144.00
COST OF MONEY: 467.00
FIXED FEE: 52,814.00
TOTAL PRICE: 581,425.00

*** END OF NARRATIVE A 007 ***

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT					
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS									
0001	SECURITY CLASS: Unclassified									
0001AA	<u>SERVICES LINE ITEM</u> NOUN: AEI APPLICATION TEAM PRON: J51UAT0147 PRON AMD: 01 ACRN: AA AMS CD: URU013 FMS CASE IDENTIFIER: EG-B-URU <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <table><tr><td><u>REL CD</u></td><td><u>QUANTITY</u></td><td><u>DATE</u></td></tr><tr><td>001</td><td>0</td><td>31-JUL-2004</td></tr></table> \$ 581,425.00	<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>	001	0	31-JUL-2004			\$ <u>581,425.00</u> ESTIMATED
<u>REL CD</u>	<u>QUANTITY</u>	<u>DATE</u>								
001	0	31-JUL-2004								
0002	<u>DATA ITEM</u> NOUN: DD FORM 1423 SECURITY CLASS: Unclassified Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A. A DD 250 IS NOT REQUIRED. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination			\$ <u>** NSP **</u>	\$ <u>** NSP **</u>					

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SECTION E - INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER - ALTERNATE I	AUG/1989

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS CUSTOMER SERVICE & SUPPOR

SECTION G - CONTRACT ADMINISTRATION DATA

					JOB			
LINE	PRON/	OBLG			ORDER	ACCOUNTING		OBLIGATED
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>NUMBER</u>	<u>STATION</u>		<u>AMOUNT</u>
0001AA	J51UAT0147	AA	2	9711 X8242EG01X6D1000URU 013252GEGS20113	1DBJXT	W56HZV	\$	581,425.00
URU013								
					TOTAL		\$	581,425.00
SERVICE					ACCOUNTING		OBLIGATED	
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>		<u>STATION</u>			<u>AMOUNT</u>
Army	AA		9711 X8242EG01X6D1000URU 013252GEGS20113		W56HZV	\$		581,425.00
					TOTAL		\$	581,425.00

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SECTION H - SPECIAL CONTRACT REQUIREMENTS
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-3	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-9	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-10	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-11	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-12	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	DEC/1998
I-13	52.215-16	IF0474 WAS DELETED 9 JUN 03 AND REPLACED BY LF0014, FACILITIES CAPITOL COST OF MONEY	OCT/1997
I-14	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-15	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-16	52.216-8	FIXED FEE	FEB/1997
I-17	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-18	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-19	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-20	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-21	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-22	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-23	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	JUN/2003
I-24	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	JUN/2003
I-25	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-26	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-27	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999
I-28	52.232-17	INTEREST	JUN/1996
I-29	52.232-20	LIMITATION OF COST	APR/1984
I-30	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-31	52.232-25	PROMPT PAYMENT - ALTERNATE I	FEB/2002
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-33	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	JUN/1985
I-34	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-35	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	APR/1984
I-38	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-39	52.244-6	IF0352 WAS DELETED ON 31 MAR 03 AND REPLACED BY IF0356, SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY/2002
I-40	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-41	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-42	52.248-1	VALUE ENGINEERING	FEB/2000
I-43	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-44	52.249-14	EXCUSABLE DELAYS	APR/1984

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I-45	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-46	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-47	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-48	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
I-50	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-51	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-52	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-53	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-54	252.222-7002 DFARS	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-55	252.225-7009 DFARS	IA0736, DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) WAS DELETED 15 APR 03 WTIHOUT REPLACEMENT	AUG/2000
I-56	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-57	252.225-7026 DFARS	IA0752, REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES WAS DELETED 15 APR 03 WITHOUT REPLACEMENT	JUN/2000
I-58	252.225-7028 DFARS	EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS	APR/2003
I-59	252.225-7031 DFARS	IA0654 WAS DELETED 15 APR 03 AND REPLACED BY KA0502, SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-60	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-61	252.225-7042 DFARS	IA0569 WAS DELETED 15 APR 03 AND REPLACED BY KA0404, AUTHORIZATION TO PERFORM	JUN/1997
I-62	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-63	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-64	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-65	252.233-7001 DFARS	CHOICE OF LAWS (OVERSEAS)	JUN/1997
I-66	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-67	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-68	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998

- I-69 52.216-7 ALLOWABLE COST AND PAYMENT DEC/2002
- (a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

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In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing Costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractor, provided payments will be made--

(1) In accordance with the terms and conditions of a subcontractor or invoice; and

(2) Ordinarily prior to the submission of the Contractor's next payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final indirect costs rates and the appropriate bases shall be established with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

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- (ii) the periods for which the rates apply.
- (iii) the periods for which the rates apply.
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days ((or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may -

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in the form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

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(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not know;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

End of Clause

(IF6083)

I-70 52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Egypt , or from which the Contractor or any subcontractor under this contract is exempt under the laws of Egypt, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

(IF6058)

I-71 52.244-2 SUBCONTRACTS - ALTERNATE I AUG/1998

(a) Definitions. As used in this clause -

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;

or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

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(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provision of the contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any to which the Contract did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

-2-

(End of clause)

(IF6074)

I-72	252.225-7027	IA6721 WAS DELETED 15 APR 03 AND REPLACED BY IA6710, , RESTRICTION ON	MAR/1998
	DFARS	CONTINGENT FEES FOR FOREIGN MILITARY SALES	

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to a bona fide employee of the Contractor or to a bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

- (1) For sales to the Government(s) of Egypt, contingent fees in any amount.
- (2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

(End of clause)

(IA6721)

I-73	252.225-7043	ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE	JUN/1998
	DFARS	THE UNITED STATES	

(a) Except as provided in paragraph (b) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall -

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U. S. entity;
 - (2) Ensure that Contractor and subcontractor personnel who are U. S. nationals and are in-country on a non-transitory basis, register with the U. S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
 - (3) Provide, to contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
 - (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (b) The requirements of this clause do not apply to any subcontractor that is -
- (1) A foreign government;
 - (2) A representative of a foreign government; or

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(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA (DAMO-ODL)/ODCSOP at (703) 695-8491.

(End of clause)

(IA6502)

I-74 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-75 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

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(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-76	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
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(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-77	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and

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attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-78 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL) DD FORM 1423	06-SEP-2002	001	
Attachment 001	SCOPE OF WORK (SOW) (INCLUDING THE 21 ATTACHMENTS TO THE SOW)		213	
Attachment 002	DATA ITEM DESCRIPTION DI-MGMT-80368	08-JUN-1987	003	
Attachment 003	CD ROM			
Attachment 004	DRAWING 12472979		001	
Attachment 005	DRAWING 12344343			

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aaiss.ria.army.mil/aaiss/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg	
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs	
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs	
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs	
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs	
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs	
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs	
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs	

(End of Clause)

(JS7001)